

SHAMROCK CARTAGE, INC.
Case 09-CA-219396

Confidential Witness Affidavit

I, Theodore W. (Ted) Beardsley, being first duly sworn upon my oath, state as follows:

I have been given assurances by an agent of the National Labor Relations Board (NLRB) that this Confidential Witness Affidavit will be considered a confidential law enforcement record by the NLRB and will not be disclosed unless it becomes necessary to produce this Confidential Witness Affidavit in connection with a formal proceeding.

I reside at 5448 Armistead Lane, Dublin, Ohio 43017

My cell phone number (including area code) is 614/206-9197

My e-mail address is ted.beardsley@teamsters413.com

I am employed by International Brotherhood of Teamsters, Local Union No. 413

located at 555 East Rich Street, Columbus, Ohio 43215

Attorney Clement Tsao is present while I give this statement.

I am a business agent with Local 413. I have been in this position for about nine years.

My job duties are to negotiate and enforce contracts. I am currently involved in contract negotiations with Shamrock Cartage, Inc. We began negotiations at the end of 2017. Designated steward Shane Smith has been involved in negotiations and has been present during meetings on behalf of the Union. Shane is also head of the negotiating committee for the members at Shamrock Cartage.

About either April 4 or 5, Dave Payne (business agent for Local 413), Michael Holmes (contract negotiator for Shamrock), Jim Allen (Shamrock's attorney), Smith and I met to negotiate the contract in a conference room at the Union's office. Shamrock wanted a disciplinary policy to move forward, even if it was on a temporary basis, prior to ratifying a

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The NLRB is asking you for the information on this form on the authority of the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the NLRB in processing representation and/or unfair labor practice cases and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). Additional information about these uses is available at the NLRB website, www.nlr.gov. Providing this information to the NLRB is voluntary. However, if you do not provide the information, the NLRB may refuse to continue processing an unfair labor practice or representation case, or may issue you a subpoena and seek enforcement of the subpoena in federal court.

contract. Shamrock had given us multiple proposals on disciplinary progress during negotiations. They showed us this proposal in writing. Shamrock basically proposed to have the right to take someone out of service, they would get ahold of me and makes themselves readily available in a timely matter. I recall that Shamrock's proposal had such a broad spectrum on what they wanted to discipline everyone over that I didn't feel they had enough merit to suspend or discipline employees for what they wanted to. During this meeting, I verbally countered the proposal by stating that the Union would give them what they wanted as long as just cause was initiated. Allen and Holmes left to caucus and when they came back in, they said they were withdrawing the proposal.

I first became aware that Shane Smith was disciplined when I received a voice mail from him on April 9, 2018 that he was suspended. Michael Holmes also called and left me a voice mail after Shane that day. I was in grievance meetings that day so didn't receive the messages until later in the day. Holmes said something has come up, they're going to look into it before they do anything, and they told Shane he was removed from service and they were investigating allegations of him possibly doing something and billing the customers. TB

I called Holmes back later that evening, about 5 or 6 pm. Michael well I'm sure you've heard and probably spoken with Shane. I said I haven't spoken to Shane yet but I will. Michael said they're moving forward with the termination due the fact that Shane had done something that could have been really detrimental to the account and the customer that they had. I asked what? Michael said Shane had billed the customer for updating the PINC system without permission. Michael said there were emails, text messages, and evidence supporting why they had taken Shane out of service. I asked how Shane would have any access or any type of knowledge of doing anything like this, let alone even billing the customer. Michael said he

didn't know but that's what he had to follow up and find out about. We then set up a time to meet on April 11 to talk about Shane's suspension. Michael said he had spoken to the owners of the company and they were definitely moving forward with the termination.

About April 11, 2018, I met with Shane, David Payne, Jim Allen and Michael Holmes in the Union's conference room. We met at about 12 pm. Jim drove from Cincinnati and Michael lives in Dayton. We sat down and Jim said they were taking the position of termination, that they feel they have overwhelming facts to support their position. Jim asked Shane questions. He asked Shane why he attempted to update the PINC system. Shane said he went to Brian (the new supervisor), and spoken with him about it and the Brian told him to go ahead and get it updated if it's going to make it easier for everyone. Shane said he wanted until his lunch break because he had to be on the phone with IT techs and had to get the information from the supervisor to get ahold of IT. Shane said he updated the system and the IT techs at that point said we have to have a contact name, who are we speaking with. Shane said he gave them his name. Shane said they asked him who to give the bill to. Shane said he told them he didn't know. Shane said he reached out to Jason who said Shamrock was supposed to update the PINC system and that is why Jason was leaving. Shane had told Michael that even he wanted the PINC system updated because it would make everyone be able to do things much more efficiently. Michael said that Jason is no longer employed with the company.

Both Jim and Michael then said they had checked with Brian who said that the supervisor denied giving Shane permission. I asked them if he wasn't given permission and told how to do it, how did he miraculously just figure out how to do all of this stuff. Jim and Michael said they had absolutely no idea. They said they were just going on what they were told. Michael said that

he went out and interviewed Brian. They showed me emails going back and forth between IT and Shamrock.

(I recall that the emails said a driver, Shane Smith, had called in, updated the system, and had given them authorization to update the system, and they wanted to know where the bill was going to. I did not get a copy of the email. The email was shrunk down very small on the paper so Michael was going to give us a blown up copy of the email. Shamrock never gave me a copy of the email.)

Michael said that this validates that Shane was attempting to bill the customer. I said just because someone is inquiring about a bill doesn't mean he's directing it towards a customer or what. I believe that Michael said they feel they have compelling evidence to substantiate what they're doing.

Michael asked Shane why he called the IT people back after the fact. Shane said he called them to ask them why they would say to direct the bill to the customer instead of the company. Shane said that he called back to ask who was sent the bill or where the email had come from. Shane said that Brian had told him to get his stuff to leave and he was removed from service. Shane said that Brian had mentioned an email to him from IT. Shane said that he called IT to ask about the bill and email. Michael did not respond.

Michael then asked Shane if there were any problems between him and Brian. Shane said he didn't understand what he was talking about. Michael said they were given their orders prior to coming into the meeting and they were to maintain their termination on Shane. I said we are going to pursue this, even for suspension I don't feel anything was warranted with what you've shown me. Michael said it's out of our hands, we're told what to do. Jim said I know there are

going to be Board charges filed, and I said yes, there will be, and Jim said we were instructed to take this as far as it goes.

The NLRB notice in Cases 09-CA-204232, 09-CA-295156, and 09-RC-203855 was read on April 11 at 7 pm and April 12 at 7 am. Shane and I were present for the notice reading. At the facility off of Watkins Road, after the 7 pm notice reading on April 11, 2018, Shane and I spoke to Michael. Shane said to Michael, do you remember the question you asked me if there was any beef between me and Brian? Michael said, yes. Shane said, well I don't know if this constitutes problems but we definitely have had disagreements. Shane said that Brian would allow people to leave early and the rest of the workforce would have to pick up other people's additional work. Shane said part of the problem was over the PINC running so slow, there was no way they could be so efficient and stay on top of the work. (Shane works 12-hour shifts and sometimes there are only three people, so three people have to work a total of 36 hours.). Shane said the difference in what we disagreed on is that Brian wouldn't get additional hostlers to help, and Brian would just sit around and watch instead of helping out. Shane said he told Brian that if you're going to let people leave, you need to help. Michael said sometimes we are short-handed and we just have to work through it. Michael said, ok, that is pretty good information to have. At that point in time, one of the workers, Travis Hamilton, came up and started speaking to me. Shane was still talking to Michael but I did not hear what they discussed because I was talking to Travis. This was the last time I discussed Shane's suspension/termination with Shamrock.

Shane did not mention anything of this about Brian during the April 11 meeting about his termination.

I recall one meeting when Jim was on speakerphone but I cannot recall when it was.

I don't recall any other phone calls with Shamrock about Shane's termination after our meeting on April 11. The company did not mention to me anything about Jason (former manager) giving Shane permission to contact PINC.

Throughout negotiations, we discussed running PINC more efficiently and how it needed to be updated. Shamrock was in agreement they wanted that to get done.)

I am being provided a copy of this Confidential Witness Affidavit for my review. I understand that this affidavit is a confidential law enforcement record and should not be shown to any person other than my attorney or other person representing me in this proceeding.

I have read this Confidential Witness Affidavit consisting of 6 pages, including this page, I fully understand it, and I state under penalty of perjury that it is true and correct. However, if after reviewing this affidavit again, I remember anything else that is important or I wish to make any changes, I will immediately notify the Board agent.

Date: May 29, 2018

Signature:

Theodore Beardsley
Theodore Beardsley

Signed and sworn to before me on May 29, 2018 **at**

Columbus, Ohio

Jamie L. Ireland
JAMIE L. IRELAND
Board Agent
National Labor Relations Board